

Division of Corporations

FAX AUDIT NO. H00000027167 6

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## Florida Department of State

Division of Corporations

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## To:

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Fax Number : (850) 922-4003

## From:

Account Name : LLOYD GRANET  
Account Number : 074632001025  
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## LIMITED LIABILITY COMPANY

EIRE DENVER FLORIDA L.L.C.

Certificate of Status	0
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Lloyd Granet, Esq., 1900 NW Corporate Blvd. Suite 100 West Building, Boca Raton, FL 33431  
Ph. 561-999-9300 - Fax 561-999-9400, Florida Bar No. 525431 FAX AUDIT NO. H00000027167 6

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**ARTICLES OF ORGANIZATION  
OF  
EIRE DENVER FLORIDA L.L.C.**

**ARTICLE I  
NAME**

The name of the Limited Liability Company is: EIRE DENVER FLORIDA L.L.C.

**ARTICLE II  
ADDRESS**

The mailing address and street address of the principal office of the Limited Liability Company is:  
1801 NE 4<sup>th</sup> Street, Suite 200, Boynton Beach, FL 33435.

**ARTICLE III  
PURPOSE**

a. Purpose

The nature of the business and the purposes to be conducted and promoted by the Limited Liability Company is engage solely in the activity of acquiring that certain parcel of real property located at Denver, Colorado, and constructing and leasing certain improvements thereon (the "Property") and own, hold sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property. The Limited Liability Company shall exercise all powers enumerated in the Florida Limited Liability Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

b. Certain Prohibited Activities

For so long as any mortgage lien in favor of Legg Mason Mortgage Capital Corporation, or its successor or assigns, (the "First Mortgage") exists on any portion of the Property, the Limited Liability Company shall not and shall not cause the partnership to incur, assume, or guaranty any other indebtedness. For so long as the First Mortgage exists on any portion of the Property and the Limited Liability Company remains owner of the Property, the Limited Liability Company: (i) shall not and shall not dissolve or liquidate, (ii) shall not consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its beneficial interest to any entity, (iii) shall not voluntarily commence a case with respect to itself to voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the board of directors, and (iv) shall not materially amend the certificate of Limited Liability Company or the operating agreement of the Limited Liability Company without first obtaining

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approval of the mortgagee holding the First Mortgage on any portion of the Property.

**c. Indemnification**

Any indemnification of the Limited Liability Company's members, managers or officer shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the Limited Liability Company in the event that cash flow in excess of amount necessary to pay holders of such obligations is insufficient to pay such obligations.

**d. Separateness Covenants**

1. It shall maintain corporate records and books of account separate from those of its parent and affiliate.
2. Its members shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions.
3. It shall observe all appropriate entity formalities.
4. It shall not commingle assets with those of its parent and any affiliate.
5. It shall conduct its own business in its own name.
6. It shall maintain financial statements separate from its parent and any affiliate.
7. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent and any affiliate.
8. It shall maintain an arm's length relationship with its parent and any affiliate.
9. It shall not guarantee or become obligated for the debts of any other entity, including its parent and any affiliate, or hold out its credit as being available to satisfy the obligations of others.
10. It shall use stationary, invoices and checks separate from its parent and any affiliate.
11. It shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate.
12. It shall hold itself out as an entity separate from its parent and any affiliate.

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"affiliate" means any person controlling or controlled by or under common control with the parent, including, without limitation (1) any person who has a familial relationship, by blood, marriage or otherwise with a partner or employee of the partnership, or any affiliate thereof, and (ii) any person which receives compensation for administrative, legal or accounting services from this partnership, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownerships of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"parent" means, with respect to a limited liability company, any other limited liability company owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the limited liability company.

"person" means any individual, limited liability company, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof) unincorporated organization or government or any agency or political subdivision thereof.

**ARTICLE IV  
DURATION**

The period of duration for the Limited Liability Company shall be May 18, 2099 unless dissolved before such date in accordance with applicable laws or its Articles of Organization.

**ARTICLE V  
MANAGEMENT**

The Limited Liability Company is to be managed by a manager(s) and the name and address of manager(s) who is to serve as manager are:

Mark Spillane  
1801 NE 4<sup>th</sup> Street, Suite 200  
Boynton Beach, FL 33435

The manager(s) may be changed pursuant to the agreement of the members as provided in the Operating Agreement to the extent more than one manager is appointed each manager may act solely.

**ARTICLE VI  
ADMISSION OF ADDITIONAL MEMBERS**

Additional members may only be admitted by unanimous decision of the members.

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**ARTICLE VII  
MEMBERS RIGHTS TO CONTINUE BUSINESS**

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian, or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Membership Interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member. The foregoing shall apply to the extent permitted by applicable law.

  
\_\_\_\_\_  
Signature of a member or an authorized representative of a member

(In accordance with Section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts states herein are true)

Mark Spillane  
\_\_\_\_\_  
Typed or printed name of signee

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**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is: EIRE DENVER FLORIDA L.L.C.
2. The name and the Florida street address of the registered agent is:

Lloyd Granet, Esquire  
1900 NW Corporate Blvd., Suite 100 West  
Boca Raton, FL 33431

Having been named as registered agent and to accept service of process for the above stated Limited Liability Company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the property and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

\_\_\_\_\_  
SIGNATURE

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